

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 10 1986

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

FRANK GOULD, as Administrative
Manager of the CENTRAL PENSION
FUND OF THE INTERNATIONAL UNION
OF OPERATING ENGINEERS AND
PARTICIPATING EMPLOYERS, et al.,

Plaintiffs,

v.

CLATERBOS, INC., a corporation,

Defendant.

CIVIL ACTION
NO.: 86-C-442 E

AGREED FINAL JUDGMENT ORDER

Based upon the pleadings on file, representations of Counsel, and all other documents filed in this cause, the COURT hereby FINDS as follows:

The Plaintiffs in Counts I and III of the Complaint are fiduciaries who administer certain multiemployer employee benefit plans, which Funds have been established and are administered in accordance with the provisions of the Employee Retirement Income Security Act of 1974, as amended, the Labor-Management Relations Act of 1974, as amended, as well as the various written Trust Agreements establishing such Funds which are attached as Exhibits 1, 2 and 3 to the Plaintiffs' Complaint. The Plaintiff in Count II of the Complaint is a labor organization engaged in the representation of employees who perform work as heavy equipment

operators, mechanics and oilers for purposes of collective bargaining, with a principal place of business in Tulsa, Oklahoma.

The Defendant is the employer of certain beneficiaries of the Funds administered by the Plaintiff Fiduciaries, and who are represented for purposes of collective bargaining over wages, hours and terms and conditions of employment by the Plaintiff Union. The Defendant is currently doing business in this judicial district, but is a foreign corporation with its principal place of business in Oregon.

The Defendant has admitted the Court has jurisdiction over the subject matter of the Plaintiffs' Complaint, both under the Sections 502 and 515 of the Employee Retirement Income Security Act of 1974, as amended, as well as Section 301 of the Labor-Management Relations Act (29 U.S.C. §§ 1102, 1145 and 185, respectively). Accordingly, the Court FINDS that it has jurisdiction over the parties in personam and that venue is properly in the Northern District of Oklahoma.

The Court further FINDS that the Defendant has submitted to an audit by a Certified Public Accounting Firm selected by the Plaintiffs, of its payroll books and records pertaining to employees of the Defendant covered by the terms of the Collective Bargaining Agreement referenced in the Plaintiffs' Complaint. Such audit has been conducted to determine the Defendant's compliance with the terms and conditions of such Agreement pertaining to work performed during the period

September 1, 1982 through and including May 19, 1986. In addition, the Defendant has produced additional records necessary for the Plaintiffs to liquidate their claims for work performed through July 31, 1986. The Court has been advised that as a result of compromise and settlement, the parties have amicably resolved all issues in dispute pertaining to the period September 1, 1982 through and including July 31, 1986, and have agreed upon an Order to be issued by this Court. Based upon the Agreement of the parties, the Court FINDS that the Plaintiffs are entitled to Judgment in the amount of \$348,538.97, which is itemized as follows:

<u>ITEM</u>	<u>AMOUNT</u>
Central Pension Fund contributions.....	\$108,271.26
Oklahoma Operating Engineers Welfare Plan contributions.....	140,723.97
Oklahoma Operating Engineers Apprentice- ship Trust Fund contributions.....	19,508.63
IUOE Local 627 Working Dues Deductions...	37,889.45
Nine percent (9%) simple per-judgment interest upon Trust Fund contributions through October 15, 1986.....	27,842.23
Audit expenses incurred by Plaintiffs....	13,703.43
Attorneys' fees and Court costs incurred to date.....	<u>600.00</u>
Total	\$348,538.97

In light of the foregoing, it is hereby

ORDERED, ADJUDGED and DECREED that Plaintiffs have and recover from Defendant, Claterbos, Inc., the sum of

\$348,538.97, to be paid in twenty-four (24) equal monthly installments of \$15,922.91, said payments to commence on or before October 15, 1986.

In addition, it is further ORDERED, ADJUDGED and DECREED that Claterbos, Inc. shall submit all monthly reports and payments due the Plaintiffs under the terms of the aforementioned Collective Bargaining Agreement, for all work performed by the Defendant's operating engineer employees during the next twenty-four (24) months, such monthly reports and payments to be submitted to Plaintiffs' Counsel in Washington, D. C. with each monthly payment referred to above.

Based upon the Agreement of the parties, the Court makes no finding as to the Defendant's alleged violation of the Agreements referenced in the Complaint, and the Court notes that Defendant specifically denies certain violations and enters into this Agreed Order and Judgment for the purpose of compromise and settlement only.

Each party shall bear its own costs.

Execution on this Judgment shall be stayed during such period of time as the Defendant, Claterbos, Inc., faithfully complies with the terms and conditions specified above, but in the event the Defendant shall fail to make any payment due the Plaintiffs as specified above, including the monthly reports and contributions for work performed subsequent to the date of entry of this Order, the Plaintiffs shall be immediately entitled to a writ of execution for the balance of any amounts due the Plaintiffs under this Judgment,

together with such further sum as may be determined by the Court as and for Plaintiffs' reasonable attorneys' fees incurred in connection with any such necessary enforcement proceedings.

SIGNED, RENDERED and ENTERED on this the 19th day of September, 1986.

James O. Ellison
UNITED STATES DISTRICT JUDGE

APPROVED AND AGREED AS TO SUBSTANCE AND FORM

Michael A. Crabtree
MICHAEL A. CRABTREE
Attorney for Plaintiffs

Stephen L. Roman
STEPHEN L. ROMAN
Attorney for Defendant

Mallie Norton
MALLIE NORTON
Attorney for Plaintiffs

CLATERBOS, INC.

By: Harry Claterbos
President

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jack C. Silver, Clerk
U. S. DISTRICT COURT

PAYFAIR INDUSTRIES, LTD., a)
Canadian public company, et al.,)
)
Plaintiffs,)
)
vs.)
)
GERRY FRANCO, et al,)
)
Defendants.)

No. 85-C-632-E

ORDER OF DISMISSAL WITH PREJUDICE

NOW, on this 18th day of September, 1986, the Court has for its consideration the Stipulation for Dismissal with Prejudice jointly filed in the above-styled and numbered cause by Plaintiffs and Defendants. Based upon their representations and request of the parties as set forth in the foregoing Stipulation, it is

ORDERED that Plaintiffs' complaint and the claims for relief against the Defendants, Gerry Franco, an individual; Carole Franco, an individual; G & G Energy, Inc., an Oklahoma corporation; and Franco Resources, Ltd., an Oklahoma corporation, be and the same are hereby dismissed with prejudice. The parties hereto shall each bear their own costs.

W James O Ellison
UNITED STATES DISTRICT JUDGE

SAM P. DANIEL III (OBA #2151)
SHORT, HARRIS, TURNER & DANIEL
2761 East Skelly Drive, Suite 700
Tulsa, Oklahoma, 74105
(918) 743-6201
Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SECURITY PACIFIC CAPITAL MARKETS GROUP,)
a division of Security Pacific National)
Bank, a National Banking Association,)
and SECURITY PACIFIC NATIONAL BANK,)

Plaintiffs,)

vs.)

No. 85-C-~~6~~15-C

ENERGY PRODUCTION AND INVESTMENT)
CORPORATION, an Oklahoma corporation,)
and W.R.G. CONSTRUCTION CORPORATION,)
a Colorado corporation,)

Defendants,)

and,)

EPIC MID-AMERICA CORPORATION,)
an Oklahoma corporation,)

Intervenor.)

ORDER OF DISMISSAL

Upon stipulation of the parties, the above styled action is
hereby dismissed with prejudice.

H. DALE COOK

H. Dale Cook
United States District Court Judge

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 18 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

ALVETA R. THOMAS,

Plaintiff,

vs.

TARGET STORES,

Defendant.

No. 86-C-16-C

J U D G M E N T

This matter came on before the Court for review of the Magistrate's unchallenged Findings and Recommendations filed herein on August 22, 1986. By Order of September 15, 1986, this Court affirmed and adopted the Findings and Recommendations of the Magistrate, granted summary judgment in favor of defendant, and dismissed the case.

Judgment is hereby entered on behalf of defendant Target Stores and against plaintiff Alveta R. Thomas. Plaintiff's complaint is hereby dismissed. Parties are to bear their own costs and attorney fees.

IT IS SO ORDERED this 17th day of September, 1986.


H. DALE COOK

Chief Judge, U. S. District Court

Entered copy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

IN RE:)	
)	
HESTON OIL COMPANY,)	Bankruptcy Case No.
)	83-00173
Debtor.)	
)	
LARRY W. SANDEL, Liquidating Trustee for)	
Heston 1976-I Private Drilling Partnership,)	
Heston 1977-I Private Drilling Partnership,)	
Heston 1977-II Private Drilling Partnership,)	
Heston 1978-I Private Drilling Partnership,)	
Heston 1978-II Private Drilling Partnership,)	
Heston 1979-I Private Drilling Partnership,)	
Heston 1979-II Private Drilling Partnership,)	
Heston 1980-A Private Drilling Partnership,)	
Heston 1980-B Private Drilling Partnership,)	
Heston 1980-C Private Drilling Partnership,)	
Heston 1981-A Private Drilling Partnership,)	
Heston 1981-B Private Drilling Partnership,)	
Heston Southeast Enid Private Drilling)	
Partnership, Heston West Enid Private)	
Drilling Partnership, and Heston Woodring)	
Private Drilling Partnership,)	
)	
Plaintiff-Appellant,)	
)	
vs.)	Civil Case No.
)	84-C-636-C
HESTON OIL COMPANY,)	
)	
Defendant-Appellant.)	
)	
BASIL GEORGES AND DENTON COOLEY,)	
)	
Plaintiffs-Appellants,)	
)	
vs.)	Civil Case No.
)	84-C-637-C
HESTON OIL COMPANY,)	
)	
Defendant-Appellee.)	

FILED
SEP 18 1986
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

ORDER OF DISMISSAL
WITH PREJUDICE

The Court having reviewed the Stipulation of Dismissal
With Prejudice executed by counsel for the parties hereto, and
the Court being fully advised in the premises, it is hereby

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

ORDERED, ADJUDGED AND DECREED that the above-captioned action be and hereby is DISMISSED, WITH PREJUDICE, each party to pay their own costs.

DATED this 17 day of September, 1986.


JUDGE, UNITED STATES DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JONATHAN ELMORE, a minor child)
by and through KAYTE METER, his)
next friend,)

Plaintiff,)

vs.)

ELDON DEWAYNE ELMORE, DONNA
LYLE AND JEAN M. CALDWELL,)

Defendants.)

No. 86-C-229-E

FILED

SEP 18 1986


O R D E R

Jack C. Silver, Clerk
U.S. DISTRICT COURT

There being no response to the Defendant Jean M. Caldwell's motion to dismiss and more than ten (10) days having passed since the filing of the motion and no extension of time having been sought by Plaintiff, the Court, pursuant to Local Rule 14(a), as amended effective March 1, 1981, concludes that Plaintiff has therefore waived any objection or opposition to the motion. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964).

The Defendant Jean M. Caldwell's motion to dismiss is therefore granted.

ORDERED this 18th day of September, 1986.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

SEP 18 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

HOLD OIL CORPORATION, A
Florida corporation,

Plaintiff,

vs.

No. 86-C-532-E

ARKANSAS LOUISIANA GAS COMPANY
and ARKLA, INC., Successor in
Interest to Arkansas Louisiana
Gas Company, a Delaware
corporation,

Defendants.

ORDER

The Defendant, Arkla, Inc., has moved the Court to transfer this action to the United States District Court for the Western District of Oklahoma pursuant to 28 U.S.C. §1404(a). In support of its motion, Arkla contends that transfer of the action would be in the interest of justice because Arkla has deposited funds which are the subject of this action in the registry of the Western District of Oklahoma in connection with an interpleader action styled Arkla, Inc. v. Hold Oil Corporation, et al., Case No. CIV-86-0679-B.

The Plaintiff opposes transfer of the action. Plaintiff claims that this action could not have been brought in Western District of Oklahoma pursuant to 28 U.S.C. §1391(a), and thus, the action cannot be transferred there pursuant to §1404(a). In addition, Plaintiff claims that the existence of related litigation in the Western District of Oklahoma is not sufficient

to justify transfer of the action.

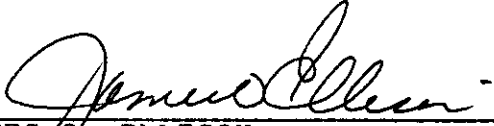
Under 28 U.S.C. §1404(a) the Court may transfer any civil action to any other district where it might have been brought. Plaintiff is incorrect in its argument that this action could not have been brought in the Western District of Oklahoma.

Under 28 U.S.C. §1391(c), a corporation may be sued in any judicial district in which it is incorporated, is licensed to do business, or is doing business. Defendant Arkla states that it is doing business in the Western District of Oklahoma because it operates part of an interstate gas pipeline system within the district. Furthermore, Arkla is licensed to do business in the entire state of Oklahoma, and thus, may be sued in any district within the state.

The existence of a related action in the transferee district is a strong factor to be weighed in determining a motion to transfer. Somerville v. Major Exploration, Inc., 576 F.Supp. 902 (D.C.N.Y. 1983). In this action Plaintiff alleges Defendant failed to pay pursuant to a gas sale contract involving several wells in Pittsburg and Haskell Counties. Proceeds from these wells having been deposited into the Western District Court's registry in connection with the interpleader action described above, this Court finds that it is in the interest of justice that this action be transferred to the United States District Court for the Western District of Oklahoma.

For the reasons discussed above, Defendant's motion to transfer is granted.

DATED this 17th day of September, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED FOOD AND COMMERCIAL)
WORKERS UNION LOCAL 76,)
UFCWIU, AFL-CIO, CLC,)
)
Plaintiff,)
)
-vs-)
)
BILLY S. YEAKEY, SR. and)
BILLY S. YEAKEY, JR., Partners,)
YEAKEY'S NEIGHBORHOOD GROCERY,)
)
Defendants.)

Case No. 85-C-583-C

FILED

SEP 17 1986

STIPULATED ORDER AMENDING JUDGMENT

NOW, on this 16 day of Sept, 1986, this matter comes on for hearing before the Court by agreement of all the parties; and

WHEREAS, on the 11th day of February, 1986, the Plaintiff herein, United Food and Commercial Workers Union Local 76, UFCWIU, AFL-CIO, CLC, was by the Court awarded judgment against the Defendants, Billy S. Yeakey, Sr. and Billy S. Yeakey, Jr., Partners, Yeakey's Neighborhood Grocery, for the sum of \$22,198.53 for back wages for Raymond L. Bennett, for the sum of \$2,862.48 due Meat Cutters Local 644 and Retail Food Employers Health and Welfare Trust Fund and for the sum of \$1,562.88 due the UFCW Pension Fund; and

WHEREAS, on the 7th day of August, 1986, depositions of the Defendants were taken wherein they testified under oath that

all of the assets and liabilities of Yeakey's Neighborhood Grocery had, after the granting of the judgment in favor of Plaintiff, been conveyed to Yeakey's, Inc., an Oklahoma corporation, incorporated on May 13, 1986; and

WHEREAS, the attorney for the Defendants and Yeakey's, Inc. has informed Plaintiffs that the aforementioned transfer was not done to perpetuate a fraud upon the Plaintiff or to hinder its collection effort, and has further agreed that Yeakey's, Inc. intends to assume responsibility for payment of the judgment in favor of Plaintiff; and

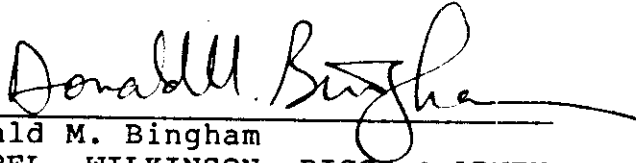
WHEREAS, in order to avoid costly and time consuming litigation to determine if the transfer of partnership assets to Yeakey's, Inc. was an attempt on the part of Defendants to defraud Plaintiff,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the judgment previously entered herein on the 11th day of February, 1986, be amended to include Yeakey's, Inc., an Oklahoma corporation, as a party to the judgment and that the award of the arbitrator be enforced as against Yeakey's, Inc.

s/H. DALE COOK

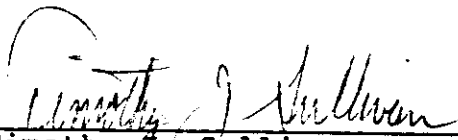
H. DALE COOK
Chief Judge, U.S. District Court

APPROVED:



Donald M. Bingham
CHAPEL, WILKINSON, RIGGS & ABNEY
502 West Sixth Street
Tulsa, OK 74119
(918) 587-3161

ATTORNEYS FOR PLAINTIFF



Timothy J. Sullivan
1443 South Norfolk
Tulsa, OK 74120

ATTORNEY FOR DEFENDANTS and
YEAKEY'S INC.

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 17 1986

SAMSON RESOURCES COMPANY,
a corporation,

Plaintiff,

v.

TENNECO INC., a corporation,
et al.,

Defendants.

Case No. 85-C-1064-E

ORDER OF DISMISSAL

On motion of Samson Resources Company and Tenneco Inc., et al., appearing herein through undersigned counsel, and upon suggesting to the Court, that all matters in connection with this litigation have been resolved between the parties and that Appearers desire to dismiss the suit with full prejudice to all of the rights of Plaintiff, except for any claims related to gas balancing which Plaintiff may have against Tenneco Oil Company which are dismissed without prejudice.

IT IS ORDERED, ADJUDGED and DECREED that this suit be and it is hereby dismissed with full prejudice to all rights of Plaintiff, except for any claims related to gas balancing which Plaintiff may have against Tenneco Oil Company which are dismissed without prejudice, each party to bear its respective costs.

Tulsa, Oklahoma, this 16th day of Sept, 1986.

AL JAMES O. ELISON

DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 17 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

VIKING PETROLEUM, INC.,
a Delaware corporation,

Plaintiff,

v.

DUANE O. NELSON,
an individual,

Defendant.

Case No. 84-C-258-B

ORDER DISMISSING WITH
PREJUDICE AND SEALING RECORDS

Plaintiff Viking Petroleum, Inc. and Defendant Duane O. Nelson having filed their Stipulations For Dismissal With Prejudice And Sealing Of Records of the above-entitled consolidated actions, and due consideration having been given thereof,

NOW, THEREFORE, IT HEREBY ORDERED, ADJUDGED AND DECREED, that the within consolidated actions be, and the same hereby are, dismissed with prejudice; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the records in these consolidated actions be, and the same hereby are, sealed and the Clerk of the Court is hereby directed to seal the same forthwith.

IT IS SO ORDERED on this 16th day of September, 1986.



Judge Thomas R. Brett

ENTIRE RECORD
& D.S. SEALED
IN VAULT.

438

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 17 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ESSAM M. KHASHOGGI,
an individual,

Plaintiff,

v.

DUANE O. NELSON,
an individual,

Defendant.

Case No. 84-C-257-B

ORDER DISMISSING WITH
PREJUDICE AND SEALING RECORDS

Plaintiff Essam M. Khashoggi and Defendant Duane O. Nelson having filed their Stipulations For Dismissal With Prejudice And Sealing Of Records of the above-entitled consolidated actions, and due consideration having been given thereof,

NOW, THEREFORE, IT HEREBY ORDERED, ADJUDGED AND DECREED, that the within consolidated actions be, and the same hereby are, dismissed with prejudice; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the records in these consolidated actions be, and the same hereby are, sealed and the Clerk of the Court is hereby directed to seal the same forthwith.

IT IS SO ORDERED on this 16 day of September, 1986.

**ENTIRE RECORD
& D.S. SEALED
IN VAULT.**

Thomas R. Brett

Judge Thomas R. Brett

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Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 17 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

VIKING PETROLEUM, INC.,
a Delaware corporation,

Plaintiff,

v.

DUANE O. NELSON,
an individual,

Defendant.

Case No. 84-C-258-B

ORDER DISMISSING WITH
PREJUDICE AND SEALING RECORDS

Plaintiff Viking Petroleum, Inc. and Defendant Duane O. Nelson having filed their Stipulations For Dismissal With Prejudice And Sealing Of Records of the above-entitled consolidated actions, and due consideration having been given thereof,

NOW, THEREFORE, IT HEREBY ORDERED, ADJUDGED AND DECREED, that the within consolidated actions be, and the same hereby are, dismissed with prejudice; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the records in these consolidated actions be, and the same hereby are, sealed and the Clerk of the Court is hereby directed to seal the same forthwith.

IT IS SO ORDERED on this 16th day of September, 1986.

S/ THOMAS R. BRETT

Judge Thomas R. Brett

Entered

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 17 1986

ESSAM M. KHASHOGGI,
an individual,

Plaintiff,

v.

DUANE O. NELSON,
an individual,

Defendant.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Case No. 84-C-257-B

ORDER DISMISSING WITH
PREJUDICE AND SEALING RECORDS

Plaintiff Essam M. Khashoggi and Defendant Duane O. Nelson having filed their Stipulations For Dismissal With Prejudice And Sealing Of Records of the above-entitled consolidated actions, and due consideration having been given thereof,

NOW, THEREFORE, IT HEREBY ORDERED, ADJUDGED AND DECREED, that the within consolidated actions be, and the same hereby are, dismissed with prejudice; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the records in these consolidated actions be, and the same hereby are, sealed and the Clerk of the Court is hereby directed to seal the same forthwith.

IT IS SO ORDERED on this 16 day of September, 1986.

THOMAS R. BRETT

Judge Thomas R. Brett

FILED
SEP 11 1986
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

IN RE:)
)
HESTON OIL COMPANY,) Bankruptcy Case No. 83-00173
)
Debtor.)
)
LARRY W. SANDEL, Liquidating)
Trustee for the Heston 1979-I)
Private Drilling Partnership,)
)
Appellant,)
)
vs.) Civil Case No. 84-C-499-E
)
HESTON OIL COMPANY,)
)
Appellee.)

ORDER OF DISMISSAL
WITH PREJUDICE

The Court having reviewed the Stipulation of Dismissal
With Prejudice executed by counsel for the parties hereto, and
the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED that the above-captioned
action be and hereby is DISMISSED, WITH PREJUDICE, each party to
pay their own costs.

DATED this 12th day of September, 1986.

S/ JAMES O. ELLISON

JUDGE, UNITED STATES DISTRICT COURT

Entered

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 17 1986

GERARD L. ROCKETT and ELSIE M.
ROCKETT,

Plaintiffs,

v.

GOCO, INC., FRANK E. GOINES, and
FRANK E. GOINES, JR., a/k/a EDDIE
GOINES, a/k/a EDDY GOINES,

Defendants.

Jack C. Silver
U.S. DISTRICT

No. 85-C-381-C

JUDGMENT

NOW on this 17 day of Sept, 1986, the Court finds that the Defendants were properly notified of the pretrial conferences held herein on March 12, 1986 and September 4, 1986. In accordance with Rule 55 of the Federal Rules of Civil Procedure and Local Rule 17(e), the Court finds that each of the Defendants is in default. Having reviewed the evidence presented by the Plaintiffs at the hearing to take evidence on amount of damages held on April 8, 1986 and the exhibit attached to the Plaintiffs' Motion for Default Judgment, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Frank E. Goines, Sr. ("Frank Goines") and Frank E. Goines, Jr. ("Eddie Goines") were officers and directors of, GOCO, Inc. and were in control of GOCO, Inc. during the pertinent time period.

2. During the pertinent time period Frank Goines and Eddie Goines used corporate funds of GOCO, Inc. for personal purposes and took personal loans from GOCO, Inc.

3. The acts of Eddie Goines which are described herein were made on behalf of GOCO, Inc. with the knowledge, consent and assistance of Frank Goines.

4. Eddie Goines intentionally made material misrepresentations to the Plaintiffs prior to their investment concerning the location, nature, and value of the real property in which the Plaintiffs invested (the "South Mingo Property") and the existence of ready, willing and able purchasers for such property.

5. Eddie Goines represented to the Plaintiffs prior to their investment that the South Mingo Property was zoned for apartments and light office use when in fact it was zoned for agricultural use.

6. Eddie Goines failed to disclose to the Plaintiffs prior to their investment that the South Mingo Property was encumbered by a mortgage in the amount of \$215,000.00.

7. Eddie Goines promised the Plaintiffs prior to their investment that within six months from the date of their investment, GOCO, Inc., by and through the efforts of Frank Goines, would resell the South Mingo Property to one of several prospective purchasers and would return to the Rocketts the amount of their original investment plus a fifty percent profit at the time of such sale.

8. Plaintiffs paid GOCO Inc. Fifty-Five Thousand Dollars (\$55,000.00) for eleven "units" representing an undivided interest in the South Mingo Property.

9. None of the funds paid by the Plaintiffs to GOCO, Inc. were used to reduce the mortgage on the South Mingo Property, but were at least in part used for the personal purposes of Frank Goines and Eddie Goines.

10. Plaintiffs have received back from the Defendants neither the promised return on their investment nor any part of the money invested, though the time for the promised repayment passed over two years ago.

11. Plaintiffs would not have invested with GOCO, Inc. but for the false representations made by Eddie Goines concerning the location, nature, and value of the South Mingo Property and the existence of ready, willing and able purchasers for such property.

12. Plaintiffs would not have invested with GOCO, Inc. but for the false representation made by Eddie Goines that the Plaintiffs' investment would be returned to them along with a fifty percent profit within six months from the date of their investment.

CONCLUSIONS OF LAW

1. The acts of Eddie Goines constitute common law fraud under the laws of the State of Oklahoma.

2. Frank Goines, Eddie Goines and GOCO, Inc. are jointly and severally liable for the fraudulent acts of Eddie Goines.

3. Plaintiffs are entitled to judgment against the Defendants based upon common law fraud as requested in their Complaint.

4. It is unnecessary to decide whether the Defendants violated state and federal securities laws because the Plaintiffs are entitled to full judgment on grounds of common law fraud.

IT IS THEREFORE ORDERED that the Plaintiffs be, and they hereby are, granted judgment against the Defendants jointly and severally in the amount of Fifty-Five Thousand Dollars (\$55,000.00) actual damages with interest on that sum at the rate of ten percent (10%) per annum from April 18, 1984 until paid, Two Hundred Fifty Thousand Dollars (\$250,000.00) exemplary damages, reasonable attorneys fees, and the costs of this action accrued and accruing.

s/H. DALE COOK

Judge of United States District
Court for the Northern District
of Oklahoma

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 17 1986

M. MICHAEL GALES, an
individual, and EQUINOX
OIL COMPANY, INC., an
Oklahoma corporation,

Plaintiff,

v.

FIRST NATIONAL BANK & TRUST
COMPANY OF OKLAHOMA CITY,
a national banking association,

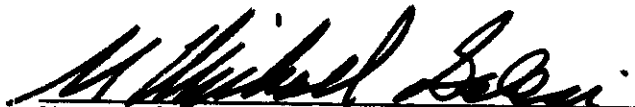
Defendant.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

Case No. 86-C-743 E


STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to 41(a)(1)(ii), Fed. R. Civ. P.,
Plaintiffs, M. Michael Galesi and Equinox Oil Company, Inc., an
Oklahoma corporation, desire to dismiss this case with prejudice.
M. Michael Galesi, Equinox Oil Company, Inc. and First Interstate
Bank of Oklahoma, N.A., as administrator for Federal Deposit
Insurance Corporation, the successor in interest to The First
National Bank and Trust Company of Oklahoma City, being all the
parties who have appeared in this action, agree to said dismissal
with prejudice as acknowledged by the execution of this
stipulation.


M. Michael Galesi, an individual

EQUINOX OIL COMPANY, INC., an
Oklahoma corporation

By 
M. Michael Galesi, President


Thomas M. Atkinson
415 Mid-Continent Tower
Tulsa, Oklahoma 74103
(918) 582-2501

ATTORNEY FOR M. MICHAEL GALESI AND
EQUINOX OIL COMPANY, INC.


Jared D. Giddens

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And

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Malcolm E. Rosser IV
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ATTORNEYS FOR FIRST INTERSTATE BANK
OF OKLAHOMA, N.A., AS ADMINISTRATOR
FOR FEDERAL DEPOSIT INSURANCE
CORPORATION

FILED

SEP 17 1986

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

GLENPOOL OKLAHOMA,
a municipal corporation; and
GLENPOOL UTILITY SERVICES
AUTHORITY,
a utility trust,

Plaintiffs,

vs.

No. 85-C-582-C ✓

CREEK COUNTY RURAL WATER
DISTRICT NO. 2,

Defendant,

CREEK COUNTY RURAL WATER
DISTRICT NO. 2,

Third-Party Plaintiff,

vs.

FARMERS HOME ADMINISTRATION,
UNITED STATES DEPARTMENT OF
AGRICULTURE, UNITED STATES
OF AMERICA,

Third-Party Defendant.

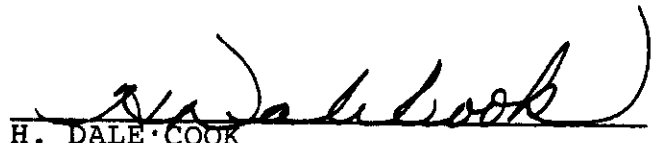
O R D E R

The Court has before it the joint status report filed August 27, 1986, signed by all parties in this matter. By reason of the Findings of Fact and Conclusions of Law and Judgment in Case No.

84-C-415-C, entered July 16, 1986, the issues presented in this matter have been resolved and are therefore moot.

WHEREFORE, it is the Order of this Court that this case should be and hereby is dismissed.

IT IS SO ORDERED this 17 day of September, 1986.


H. DALE COOK
Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ALLSTATE INSURANCE COMPANY,)

Plaintiff,)

vs.)

HERBERT TIM ABRAHAM,)

Defendant.)

No. 83-C-154-E

SEP 17 1986
JAMES O. ELLISON
U. S. DISTRICT COURT

O R D E R

NOW, on this 15th day of Sept., 1986, comes before this Court the stipulation dismissing the application for attorney fees of the defendant in the above captioned matter. The Court having found that the parties have fully compromised and settled the issue of attorney fees and that there are no further issues to be tried before this Court, the above captioned matter is hereby dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all issues before this Court are hereby dismissed.

JAMES O. ELLISON
JAMES O. ELLISON
United States District Judge

FILED
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CIVIL ACTION NO. 86-C-577-C

DEFAULT JUDGMENT

This matter comes on for consideration this 15 day of September, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendant, Roger L. Rowland, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Roger L. Rowland, was served with Summons and Complaint on July 25, 1986. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that
the Plaintiff have and recover judgment against the Defendant,

Roger L. Rowland, for the principal sum of \$1,094.93, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.68 per month from January 1, 1984, and \$.67 per month from February 1, 1985, until judgment, plus interest thereafter at the current legal rate of 5.63 percent per annum until paid, plus costs of this action.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

RACK 'N STACK, INC., an
Oklahoma corporation,

Plaintiff,

v.

K.K.D.C., INC., a Colorado
corporation d/b/a K.D.C.,
INC., and DUANE KLAASSEN,

Defendants.

86-C-217-C

FILED

SEP 15 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

Plaintiff having failed to obtain service upon defendants as required by the Federal Rules of Civil Procedure, this case is dismissed without prejudice.

Dated this 15 day of September, 1986.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DONALD D. FELLHAUER and
DORIS FELLHAUER,

Plaintiffs,

vs.

DON WOOD, Deputy Sheriff of
Creek County, Oklahoma, and
BOB J. WHITWORTH, Sheriff of
Creek County, Oklahoma, and
WAYNE DAVIS, Police Officer of
the City of Bristow, Oklahoma

Defendants.

No. 85-C-246-E

FILED

SEP 15 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL

On this 15th day of Sept., 1986, upon the written application of the Plaintiffs, Donald D. Fellhauer and Doris Fellhauer, and the Defendant, Wayne Davis, for a Dismissal with Prejudice as to Defendant Wayne Davis only, in the Complaint of Fellhauer v. Wood, et al., and all causes of action therein, as to Defendant Wayne Davis only, and the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint as to Defendant Wayne Davis only, and have requested the Court to Dismiss said Complaint against Wayne Davis only, with prejudice, to any future action. The Court being fully advised in the premises finds said settlement is to the best interest of said Plaintiff.

THE COURT FURTHER FINDS that said Complaint in Fellhauer v. Wood, et al., should be dismissed, as to Defendant Wayne Davis only, pursuant to said Application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the Plaintiffs, Donald D. Fellhauer and Doris Fellhauer, against the Defendant, Wayne Davis, only, be and the same hereby are dismissed with prejudice to any future action.

S/ JAMES O. ELLISON

JUDGE OF THE UNITED STATES DISTRICT
COURT, NORTHERN DISTRICT OF OKLAHOMA

APPROVALS:

DON E. GAWAY⁵

Attorney for the Plaintiffs

JOHN HOWARD LIEBER



Attorney for the Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 15 1986

THE ESTATE OF JAMES LITTLETON)
DANIEL, JR., et al.,)
Plaintiffs,)
vs.)
BOWDEN ATHERTON, et al.,)
Defendants.)

No. 85-C-590-C

ORDER

NOW on this the 15 day of Sept, 1986 there came on for hearing the Motion for Order Permitting Dismissal With Prejudice and Ordering Such Dismissal. Plaintiffs were represented by their counsel Ronald E. Goins of Holliman, Langholz, Runnels and Dorwart. Defendants Alamo Title Agency, Inc., and University Title Company were represented by their counsel Theodore Q. Eliot of Gable & Gotwals, Inc. The defendant First American Title Company, Inc., was represented by its counsel Dwayne Pollard of Blackstock, Joyce, Pollard & Montgomery. Thereupon the Court, having reviewed the parties' Motion, finds that plaintiffs' claims against these defendants should be dismissed with prejudice, each party to bear its own costs, expenses and attorneys fees incurred herein.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that plaintiffs' claims herein against the defendants Alamo Title Agency, Inc., University Title Company and First American Title Company, Inc.,

be, and they are hereby, dismissed with prejudice to the re-filing of same, each party to bear its own costs, attorneys fees and expenses incurred herein.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

E I L E D

SEP 15 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES FIRE INSURANCE)
COMPANY, a foreign corporation)
and THE NORTH RIVER INSURANCE)
COMPANY, a foreign corporation,)

Plaintiffs,)

vs.)

No. 86-C-111-E

GENERAL ELECTRIC COMPANY,)
a corporation, et al.,)

Defendants.)

O R D E R

NOW on this 12 day of September, 1986 comes on for hearing the above styled case and the Court, being fully advised in the premises finds:

The Court has before it Defendant W. M. Smith's Company's (Smith Texas) Application for Removal to the Bankruptcy Court for the Northern District of Oklahoma and Motion for Remand or Transfer to the United States District Court for the Northern District of Oklahoma filed on behalf of Plaintiffs and Defendant General Electric.

In essence, Smith Texas is asking that this Court, sitting in bankruptcy, accept removal of this action from this Court, sitting as a district court and upon removal, transfer the action to the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, where Smith Texas has filed a voluntary petition in bankruptcy. Plaintiffs did not seek relief from the automatic stay prior or subsequent to the filing of this

action.

The thrust of the arguments in the objections filed by United States Fire Insurance Company, North River and General Electric is that this declaratory judgment action is neither a case nor a "core" proceeding under 28 U.S.C. § 157. They also object to the unique method chosen by Smith Texas to seek the relief requested in its application and the change of venue sought in Smith Texas' request for transfer. They seek remand of this case from this bankruptcy court to this district court in its civil jurisdiction. 28 U.S.C. § 1452(b).

Title 28 U.S.C. § 1334(d) vests the district court wherein the Title 11 action is filed with exclusive jurisdiction over the property, wherever located, of the debtor or his estate. The primary issue here is whether an insurance contract right of the debtor is property of the debtor or the estate and if so, whether this district court can determine the debtor's rights in that insurance contract if those rights were unchallenged at the time the debtor filed his Title 11 action in a different district court.

The estate of the debtor is defined by 11 U.S.C. § 541(a)(1) as all legal or equitable interests of the debtor in property as of the commencement of the case. If the insurance contract is property of the debtor, this Court cannot lawfully determine the rights or interests of the debtor in that property.

Courts have held that liability insurance and a debtor's right to medical coverage are property interests of the debtor at the time of filing of the bankruptcy petition. See In re Johns-

Manville Corp., 40 B.R. 219, 230 (S.D.N.Y. 1984) (products liability insurance was property of Title 11 debtor, so actions by third parties in asbestos actions against debtor's insurance carriers were automatically stayed upon filing of debtor's petition in bankruptcy); Aetna Casualty and Surety Co. v. Gamel, 45 B.R. 345, 347-48 (N.D.N.Y. 1984) (Chapter 13 debtor had right under health insurance policy to 31 day grace period for payment of premium; debtor filed for bankruptcy during grace period; thus at time of filing she had a property interest in policy consisting of right to coverage and right to pay premium within grace period to extend coverage). While neither case is precisely on point with the issue before this Court, both support the assertion that a debtor's interest in and rights under his insurance policy are property of the debtor or his estate. It would thus appear that any action filed by a third party, such as an insurance company, to determine the rights or interests of the debtor in that property would have to be determined by the court having exclusive jurisdiction over that property.

As the statutes clearly vest jurisdiction in the Texas District Court and Plaintiffs have not sought relief from the automatic stay in the Texas bankruptcy proceeding this Court could conceivably become a party to contempt of those proceedings should it proceed.

The Court finds transfer of this case is not appropriate and should be denied. The Court finds Smith Texas must instead be dismissed.

The Court must therefore address whether dismissal operates

to deprive this Court of jurisdiction as to the entire action. The Court concludes it does not.

The Court had previously invited additional briefing on the issue of whether Smith Texas is an indispensable party. The Court finds it is neither a conditionally necessary party pursuant to Rule 19(a) nor an indispensable party pursuant to Rule 19(b).

Defendant Smith Texas stated in its supplemental brief that, since it is arguably an indispensable party, Plaintiffs must negate Smith Texas' indispensability or else the declaratory judgment action should be dismissed. Smith Texas states that where an initial appraisal of the facts reveals a possibility that an unjoined party is arguably indispensable, the burden is upon the party whose interests are adverse to the non-joined party to negate the non-joined party's indispensability. Neither Plaintiff has responded to the indispensable party issue raised by Defendant Smith Texas.

As authority for its proposition that the adverse party has the burden to negate Smith Texas' indispensability, Smith Texas has cited two cases: Ranger Insurance Co. v. United Housing of New Mexico, Inc., 488 F.2d 682 (5th Cir. 1974) and Boles v. Greeneville Housing Authority, 468 F.2d 476 (6th Cir. 1972). Ranger Insurance is the later case and it simply cites the applicable language from the Boles case. Boles was a class action seeking declaratory and injunctive relief regarding an urban renewal project that had been approved by H.U.D. for federal funding. The plaintiffs were a group of citizens who

owned property either within or near the project area. The sole defendant was a local agency that administered the project. Even though H.U.D. had approved the project, the plaintiffs did not join H.U.D. as a defendant.

The plaintiffs claimed that the boundary of the renewal area has been arbitrarily drawn and that the plan constituted a taking of their property in violation of the 14th Amendment. The renewal plan had been created to provide additional land for a local dairy processing plant.

The Sixth Circuit Court concluded that H.U.D. had a substantial interest in any decision in the case and that H.U.D. was an indispensable party. The Court stated:

Where an initial appraisal of the facts reveals the possibility that an unjoined party is arguably indispensable, the burden devolves upon the party whose interests are adverse to the unjoined party to negate the unjoined party's indispensability to the satisfaction of the court. A failure to meet this burden results in the necessity of either joinder or dismissal.

468 F.2d at 478. H.U.D. was arguably indispensable because the basis of the plaintiffs' attack upon the plan was that the plan, which was approved by H.U.D., violated H.U.D. guidelines and the Urban Renewal Act. Unless joined in the action, H.U.D. would be deprived of the right to defend the integrity of its own decisions.

The court emphasized that "the interests of an unjoined party are especially vulnerable because they are not vigorously asserted by counsel before the court. As a result it is possible that the true nature and extent of those interests may not be

explored until after they are irreparably prejudiced." Id. at 479 n. 3. In Boles, no other party that would have adequately represented H.U.D.'s interests had been joined. In the case at bar, the interests of Smith Texas are identical to the interests of the remaining Defendants.

Unlike Boles, the viewpoint of Smith Texas will be well represented in this action. This is particularly true since the Plaintiff in the underlying case, General Electric, has been joined in the declaratory judgment action as a Defendant. General Electric has a definite interest in a finding by the Court that the actions of the Defendants are covered by the insurance policies. Further, even though res judicata will not bind an absent party, Smith Texas could make an offensive use of collateral estoppel to gain the advantages of any favorable judgment for the Defendants in the declaratory judgment action.

Although Plaintiffs have not responded to the Court's request for additional authorities on the indispensable party issue, Defendant General Electric has responded to the Court's request. General Electric is not an opposing party to Smith Texas. However, Boles does not state that an "opposing party" must negate Smith Texas' indispensability, but rather that an "adverse party" must negate it. General Electric and Smith Texas arguably have the same interests in this case.

However, General Electric is really a nominal defendant. In the underlying action the interests of General Electric are definitely adverse to the interests of Smith Texas. Even in the present action, General Electric's interests in continuing the

action are adverse to Smith Texas' interests in dismissal.

The Boles case did not establish what level of evidence must be presented to rebut a "presumption" of indispensability. Boles simply recognized that the court must be satisfied as to a parties' indispensability, and that the court must be able to review arguments on both viewpoints. This Court has adequate information from both viewpoints so that it can evaluate the indispensability of Smith Texas and the case should not be dismissed for failure of Plaintiffs to present authorities that negate the alleged indispensability of Smith Texas.

Since the Federal Rules of Civil Procedure contain no provisions which specifically provide which parties are necessary in a declaratory judgment action, the joinder principles of Rule 19 are controlling. State Farm Mutual Automobile Ins. Co. v. Mid-Continent Casualty Co., 518 F.2d 292, 294 (10th Cir. 1975). Determining whether a party is an indispensable party under Rule 19 involves a two-step process. First, the Court must determine whether a party is a "person to be joined if feasible" as described in Rule 19(a). Second, if the "person to be joined if feasible" cannot be made a party, Rule 19(b) provides that the Court must determine whether in equity and good conscience the action should proceed without that person. The pertinent part of Rule 19 reads as follows:

(a) Persons to be Joined if Feasible. A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party in the action if (1) in his absence complete relief cannot be accorded among those already parties, or (2) he claims an interest relating

to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest.

(b) Determination by Court Whenever Joinder not Feasible. If a person as described in subdivision (a)(1)-(2) hereof cannot be made a party, the court shall determine whether in equity and good conscience the action should proceed among the parties before it, or should be dismissed, the absence person being thus regarded as indispensable.

Before a party is considered indispensable under Rule 19(b), that person must first meet the requirements of Rule 19(a). Rule 19(a) specifies which parties should be "joined if feasible." Smith Texas refers to these parties as "conditionally necessary" parties.

Rule 19(a) provides three situations in which a person is a conditionally necessary party who should be "joined if feasible."

In the first situation, Rule 19(a)(1) states that a person shall be joined as a party if, in the absence of that party, complete relief cannot be accorded among those already parties. In a declaratory judgment action, the court may determine the rights of the parties as to each other. 28 U.S.C. § 2201. In this case, any relief which is granted to the other parties will not be diminished because of the absence of Smith Texas. This suit will simply determine whether certain actions of the Defendants are covered by insurance policies issued by the Plaintiffs. Any judgment in the case will be binding on both the

Defendants and Plaintiffs.

A complete determination as to the entire insurance policy would not be made in Smith Texas absence. In the absence of Smith Texas, the suit would not solve the question of whether the Plaintiffs must defend Smith Texas in the underlying action. However, the suit would afford complete relief to the parties as to each other, and thus Smith Texas is not a necessary party under 19(a)(1). Further, the Plaintiffs would be the only parties that might be disadvantaged by Smith Texas' absence and they have failed to respond to the issue.

In the second and third situations, Rule 19(a)(2)(i), (ii) state that a person is a conditionally necessary party when that person claims an interest relating to the subject matter of the action and is so situated that either (i) as a practical matter that person's ability to protect his interest will be impaired unless he is joined, or (ii) other persons who are already parties will incur multiple or inconsistent obligations unless the absent person is joined.

The key words in Rule 19(a)(2)(i) are "as a practical matter" which is distinguishable from protection as a legal matter. No question exists as to whether Smith Texas could protect its interest "as a legal matter;" any judgment in an action to which Smith Texas is not joined will not be res judicata to Smith Texas. Smith Texas could simply litigate the question of its insurance coverage in another action. However, Smith Texas claims that the total amount of the insurance policy is not adequate to cover the claims of General Electric in the

underlying action and that, as a practical matter, its interest in the insurance policy will be impaired. On the surface, this argument appears to have merit. However, if the Court decides that the Plaintiffs have an obligation to defend the underlying action, Smith Texas could use offensive collateral estoppel to require Plaintiffs to defend it as well as the other insured parties. As to whether Smith Texas' interest in the proceeds of the policy will be impaired, as a practical matter, General Electric is the party that would be disadvantaged. If the total of the policy is not enough to cover a judgment to General Electric, General Electric's claim on Smith Texas would simply become an unsecured claim in the bankrupt estate.

A person is also a conditionally necessary party, under Rule 19(a)(2)(ii), if adjudication in the absence of a party would subject those who are already parties to a substantial risk of incurring multiple or inconsistent obligations. The only possible inconsistent obligation that could occur would be on the part of the Plaintiff insurance companies. The current declaratory judgment action might determine that the Plaintiffs do not have an obligation to defend the underlying action, while a separate suit by Smith Texas might determine that the Plaintiffs have an obligation to defend. Any such conflict regarding defense of the action would affect only the Plaintiffs. Since the Plaintiffs have not objected to this possibility, they have waived any objection.

Both General Electric and Smith Texas have cited the Tenth Circuit case of State Farm Mutual Automobile Ins. Co. v. Mid-

Continent Casualty Co., 518 F.2d 292 (10th Cir. 1975). In State Farm, an insurer sought a declaratory judgment that a second insurer was responsible for coverage of an automobile accident. The insurer did not join the insured as a party. The losing insurer appealed, alleging as error the failure to join the insured. In affirming the trial court, the Tenth Circuit noted that the insured was not a necessary party under Rule 19(a) and that the court was not reaching the 19(b) issue of indispensable party.

In determining that the insured was not a necessary party under 19(a), the Tenth Circuit addressed each of the three 19(a) categories. The Court noted that complete relief could be accorded between the parties so that a 19(a)(1) situation did not exist. Next, the Court noted that a party must have an "interest" in the litigation to fall under either one of the two 19(a)(2) categories. The insured had an interest in receiving the maximum amount of coverage under the insurance policies and thus had an "interest" in the litigation. In evaluating the 19(a)(2)(i) category, the Court stated that the judgment would not be res judicata to the non-party insured and that the insured could relitigate the matter. Therefore, the interest of the insured, as a practical matter, would not be impaired. Finally in evaluating the 19(a)(2)(ii) category, the Court stated it was "required to look to 'practical possibilities more than theoretical possibilities' in considering possible prejudice to the parties." Id. at 295. The Court then decided that no substantial risk existed of inconsistent obligations resulting

from subsequent litigation.

The Court concludes that Smith Texas does not qualify as a conditionally necessary party under any of these 19(a) situations. Additionally, this Court finds Smith Texas is not an indispensable party under 19(b).


Rule 19(b) lists four factors that must be evaluated in determining whether the case may proceed without an absent party. The factors can only be evaluated in the context of a particular litigation. Provident Tradesman Bank & Trust Co. v. Patterson, 390 U.S. 102, 118 (1968). The four factors are: 1) the extent of prejudice to the absent party or those already parties; 2) the extent to which prejudice might be lessened by protective provisions in the judgment; 3) the adequacy of the judgment rendered in the person's absence; and 4) the adequacy of the plaintiff's remedy if the action is dismissed for non joinder.

These four factors are not exclusive, but merely guidelines for the Court. Other considerations exist that should be evaluated in the current case. The parties have stated that settlement negotiations would be aided by a determination on the insurance coverage question. If the action is dismissed, the suit will be further delayed until it can be heard by the bankruptcy court in Texas. This would further delay settlement. Availability of an alternate forum is a consideration. Although the parties have the Texas bankruptcy court as an alternate forum, all the parties are currently subject to the jurisdiction of this Court in the underlying

action. If the case is moved to Texas, the parties will have to obtain additional counsel, thus creating additional expense. Further, Smith Texas is not the only party that has filed for protection in the bankruptcy courts. Power Electric Company has filed for bankruptcy in Mississippi. Other Defendants may follow suit.

Even if the Court were to determine that Smith Texas is a necessary party under 19(a), Smith Texas is not an indispensable party under 19(b). The Court may in equity and good conscience proceed with the action in the absence of Smith Texas. Neither Smith Texas nor the other parties will be prejudiced by proceeding in Smith Texas' absence. The interest in adjudication outweighs the need for complete joinder.

IT IS THEREFORE ORDERED that Defendant Smith Texas' Application for Removal and Motion for Remand is denied and Defendant Smith Texas is dismissed from this action.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ROBERT M. PETERSON and
SUSAN L. PETERSON,
Plaintiffs,

VS.

ALLIED VAN LINES, INC.,
Defendant.

No. 86-C-76-C

FILED
SEP 15 1986
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

Upon Application by the parties, and for good cause shown, the Court finds that the above styled and numbered cause of action should be dismissed with prejudice to refiling in the future.

IT IS SO ORDERED this 15 day of Sept.,
1986.


United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

METLIFE CAPITAL CREDIT
CORPORATION, a subsidiary of
Metropolitan Life Insurance
Company, formerly known as
Litton Industries Credit
Corporation, a Delaware
corporation,

Plaintiff,

vs.

DAVID M. PEARCY and
BETTY L. PEARCY, husband
and wife,

Defendants.

No. 85-C-1069-C

ORDER OF DISMISSAL

Pursuant to the Joint Stipulation of Dismissal entered into
by the parties involved herein, and for good cause shown, this
Court does hereby:

ORDER, ADJUDGE AND DECREE that the above referenced action
is hereby dismissed with each party to bear its own costs.

DATED this 15 day of Sept, 1986.

(Signed) H. Dale Cook

H. Dale Cook
Chief Judge of the United
States District Court for
the Northern District of Oklahoma

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

RH ENERGY DEVELOPMENT, LTD.,)
a Nevada corporation, and)
RH ENERGY, LTD. II, a joint)
venture composed of Conquest)
Resources, Ltd., and Omni)
Energy, Ltd.,)

Plaintiffs,)

and)

RONALD CONQUEST and)
HENRY P. HEISTER,)

Involuntary Plaintiffs,)

vs.)

HINGELINE-OVERTHRUST OIL &)
GAS, INC., a Delaware)
corporation, WHITING PETRO-)
LEUM CORPORATION, a Delaware)
corporation, and WHITING OIL)
AND GAS CORPORATION, a)
Delaware corporation,)

Defendants.)

FILED

SEP 15 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

No. 84-C-153-E

ORDER OF DISMISSAL WITH PREJUDICE

UPON the Stipulation filed contemporaneously herein,
and executed by all parties, it is hereby

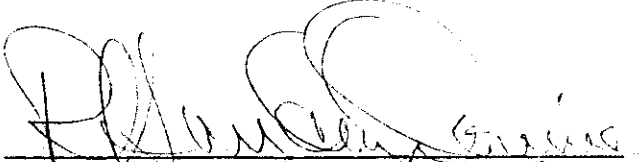
ORDERED that all claims of whatsoever sort in this
action are dismissed with prejudice, with each party to bear
its own costs and attorney fees.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE



Laurence L. Pinkerton, Attorney
for RH Energy Development, Ltd.,
RH Energy, Ltd., II, Ronald
Conquest and Henry P. Heister



R. Hayden Downie, Attorney for
Hingeline-Overthrust Oil & Gas,
Inc., Whiting Petroleum Corpora-
tion and Whiting Oil and Gas
Corporation

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

KEVIN W. SMITH,

Defendant.

SEP 15 1986

JACK J. GILLY, CLERK
U.S. DISTRICT COURT

CIVIL ACTION NO. 86-C-778-B

NOTICE OF DISMISSAL

COMES NOW the United States of America by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Nancy Nesbitt Blevins, Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 15th day of September, 1986.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

Nancy Nesbitt Blevins

NANCY NESBITT BLEVINS
Assistant United States Attorney
3600 United States Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 15th day of September, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Kevin W. Smith, 1548 North Knoxville, Tulsa, Oklahoma 74115

Nancy Nesbitt Blevins
Assistant United States Attorney

Entered

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 15 1986

Jack C. Covel, Clerk
U.S. DISTRICT COURT

HAYES PUBLISHING LTD., a Canadian
corporation; CYRIL HAYES BOOKS, INC.
(formerly named HAYES BOOKS, INC.), a
Delaware corporation; and CYRIL HAYES,
a natural person;

Plaintiffs,

vs.

Case No. 86-C-501 B

EDUCATIONAL DEVELOPMENT CORPORATION,
a Delaware corporation; A. MICHAEL
VICTORY, a natural person; RANDALL A.
WHITE, a natural person; JOHN O.
WHITNEY, a natural person; JANICE P.
DANIEL, a natural person; RAYMOND G.
FOX, a natural person; John Doe as
personal representative for F. G.
McCLINTOCK, Deceased; and FRANK T.
SEBASTIAN, a natural person;

Defendants.

O R D E R

Upon Plaintiffs' Voluntary Dismissal Without Prejudice filed on August 27, 1986, it appears that Defendants Educational Development Corporation and Randall A. White have answered; that Defendant John O. Whitney has entered an appearance but has not answered; and that the rest of the Defendants have neither been served, nor answered, nor entered an appearance. Accordingly, this action is hereby dismissed without prejudice as against all Defendants, in accordance with Paragraph (8) (entitled "Dismissal Without Prejudice") of that certain Settlement Agreement, dated as of the 7th day of August, 1986, by and between Plaintiffs and Educational Development Corporation.

Date: September 12, 1986

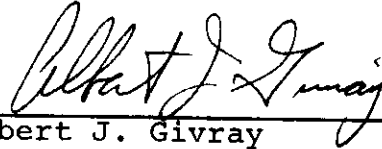
S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED IN FORM AND CONTENT:



Lance Stockwell, Esq.
Boesche, McDermott & Eskridge
800 ONEOK Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103
(918) 583-1777

Attorneys for Educational
Development Corporation and
Randall A. White



Albert J. Givray
Doerner, Stuart, Saunders,
Daniel & Anderson
1000 Atlas Life Building
Tulsa, Oklahoma 74103
(918) 582-1211

Attorneys for Plaintiffs

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on June 20, 1985, in favor of the Plaintiff United States of America, and against the Defendants, Larry Joe Fugate and Rebecca Lyn Fugate, with interest and costs to date of sale is \$46,921.63.

The Court further finds that the appraised value of the real property at the time of sale was \$18,500.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered June 20, 1985, for the sum of \$26,026.00 which is more than the market value.

The Court further finds that the Plaintiff, United States of America on behalf of the Administrator of Veterans Affairs, is accordingly entitled to a deficiency judgment against the Defendants, Larry Joe Fugate and Rebecca Lyn Fugate, as follows:

Principal Balance as of June 25, 1986	\$36,608.09
Interest	9,282.14
Late Charges	421.40
Appraisal	190.00
Management Broker Fees	<u>420.00</u>
TOTAL	\$46,921.63
Less Credit of Sale Proceeds	- <u>26,026.00</u>
DEFICIENCY	\$20,895.63

plus interest on said deficiency judgment at the legal rate of 5.63 percent per annum from date of judgment until paid; said deficiency being the difference between the amount of Judgment rendered herein and the proceeds from the sale of the property herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the United States of America on behalf of the Administrator of Veterans Affairs have and recover from Defendants, Larry Joe

Fugate and Rebecca Lyn Fugate, a deficiency judgment in the amount of \$20,895.63, plus interest at the legal rate of 5.63 percent per annum on said deficiency judgment from date of judgment until paid.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 15 1986

WALTER LEON WILSON,)
)
Petitioner,)
)
v.)
)
DETECTIVE FOLKS, et al,)
)
Respondents.)

Jack C. Silver, Clerk
U.S. DISTRICT COURT

85-C-1030-B

ORDER

Petitioner's application for a writ of habeas corpus pursuant to 28 U.S.C. §2254 is now before the Magistrate for consideration. A federal court may entertain an application for a writ of habeas corpus in behalf of a person in state custody only on the ground that he is in custody in violation of the laws or constitution of the United States.

Petitioner alleges in his application that police officers, in effecting his arrest for armed robbery in Tulsa County District Court Case No. CRF-85-2234, used excessive force and unreasonably threatened him with firearms. He further states that upon his arrival at the jail he was assaulted and beaten.

Because petitioner in no way alleges that he is in custody in violation of the United States laws or constitution, this court may not further consider his petition for habeas corpus relief. Should petitioner deem it necessary to pursue the claims raised in his §2254 application, the proper course of action would be to file a civil rights action under Title 42 U.S.C. §1983.

Petitioner's application for a writ of habeas corpus is hereby denied.

It is so ordered this 12 day of September, 1986.

A handwritten signature in cursive script, appearing to read "Thomas R. Brett", written over a horizontal line.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 15 1986

STUART RUSSELL,

Plaintiff,

vs.

APACHE CORPORATION, GHK COMPANY
NORTH BLOCK GAS LTD., GHK, INC.,
and PANHANDLE EASTERN PIPE LINE
COMPANY,

Defendants.

Case No. 84-C-979-B

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

STUART RUSSELL, Plaintiff herein, and APACHE CORPORATION and PANHANDLE EASTERN PIPE LINE COMPANY, Defendants herein, having resolved the differences between them and entered into a Stipulation for Dismissal herein, present this Order of Dismissal with Prejudice to the Court.

IT IS THEREFORE ORDERED, that the above styled and numbered cause of action is hereby dismissed on the merits and with prejudice, and that each party shall bear its own costs incurred herein.

Signed this 15 day of September, 1986.

S/ THOMAS R. BRETT

The Honorable Thomas Brett

Agreed To:

SNEED, LANG, ADAMS, HAMILTON, DOWNY
and BARNETT

Melinda J. Martin
MELINDA J. MARTIN
PAMELA J. DOWELL
Attorneys for Plaintiff

BOESCHE, McDERMOTT & ESKRIDGE

Emily Duensing
EMILY DUENSING
LANCE STOCKWELL
Attorneys for Defendant, Apache Corporation

MAKER, HOSTER, McSPADDEN, CLARK &
RASURE

Craig W. Hoster
CRAIG W. HOSTER,
Attorneys for Defendant, Panhandle Eastern
Pipe Line Company

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LARRY JAMES GAMBLE,
Petitioner,

v.

TED WALLMAN and STATE OF
OKLAHOMA,
Respondents.

✓
86-C-695-E

FILED

SEP 15 1986

LARRY JAMES GAMBLE,
Petitioner,

v.

TED WALLMAN, ATTORNEY
GENERAL and STATE OF
OKLAHOMA,
Respondents.

86-C-809-E

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER


The court finds that petitioner's applications for habeas corpus relief in the above-styled cases attack the same state court conviction. Therefore, in furtherance of judicial economy, it is hereby ordered that these related cases be and are hereby consolidated for all purposes under case number 86-C-695-E.

In his applications, petitioner attacks an Osage County District Court conviction in Case No. CRF-83-105. It is unclear what the nature of the offense involved was as petitioner in Case No. 86-C-695 states that the offense was commercial gambling and in 86-C-809 he states that he was charged with unlawful possession of marijuana. It appears that his conviction is currently on appeal before the Oklahoma Court of Criminal Appeals.

Petitioner would inform the court that his appellate counsel has failed to file briefs on his behalf; therefore he contends that state remedies are ineffective and that he should be excused from the exhaustion of state remedies requirement. It appears, however, that petitioner's appellate counselor has been granted an extension of time in which to file an appellate brief. The filing deadline is September 23, 1986. In light of the fact that petitioner's appellate counselor is not out of time in his pursuit of petitioner's direct appeal, the Magistrate cannot find at this point that petitioner has no available state remedy.

As to each of the grounds alleged in petitioner's applications, the Magistrate finds that none has been processed through the remedies available in the Oklahoma state courts. It is therefore Ordered that petitioner's applications for habeas corpus relief in these cases are dismissed as untimely in that petitioner has failed to exhaust his available state remedies. 28 U.S.C. §§2254(b) and (c).

Dated this 12th day of September, 1986.


JOHN LEO WAGNER
UNITED STATES MAGISTRATE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA
TULSA DIVISION

FILED

SEP 15 1986

TSI INTERNATIONAL, INC.,
a Texas corporation,

Plaintiff,

vs.

FRANCIS HEYDT, et al.,

Defendants.

§
§
§
§
§
§
§
§
§

Jack C. Silver, Clerk
U.S. DISTRICT COURT

NO 84-C-202-E

ORDER OF DISMISSAL

NOW comes before the Court the Joint Motion for Dismissal of the above-referenced action, with prejudice, filed by counsel for all parties to the instant suit. Having reviewed the pleadings filed, noting agreement of counsel for all parties to the relief requested upon settlement of all claims involved herein, and otherwise being fully advised in the premises, the Court finds that the requested relief should be granted.

IT IS THEREFORE ORDERED that the above-referenced action should be, and the same hereby is, dismissed with prejudice to refiling, costs assessed against the respective parties incurring the same.

S/ JAMES O. ELLISON

United States District Judge

127:D081986B.90

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JOHN & KAREN HARAUGHTY,

Plaintiffs,

vs.

ELIZABETH E. JAYNES, and
FARMERS INSURANCE GROUP,

Defendants.

NO. 85-C-1130C

ORDER OF DISMISSAL WITH PREJUDICE

Now on this 15 day of September, 1986,
for good cause shown, plaintiffs' cause of action against the co-
defendants is dismissed with prejudice and the Cross Petition of
Farmers Insurance against the co-defendant, Elizabeth Elaine
Jaynes is likewise dismissed with prejudice.

(Signed) H. Dale Cook

JUDGE OF THE DISTRICT COURT

FILED

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

SEP 15 1986

Jack C. Sauer, Clerk
U. S. DISTRICT COURT

TECHSONIC INDUSTRIES, INC.

Plaintiff,

vs.

LOWRANCE ELECTRONICS, INC.

Defendant.

CIVIL ACTION NO.

85-C-883-C


833

ORDER

Upon settlement and stipulation of the parties, it is hereby ORDERED that Plaintiff's Complaint and Defendant's Counterclaims in the foregoing action are hereby dismissed with prejudice. Each party shall bear its own costs. Techsonic Industries, Inc. shall pay to Lowrance Electronics, Inc. \$20,000 in attorney fees.

It is further ordered that Lowrance Electronics, Inc. shall dismiss with prejudice all proceedings initiated by Lowrance Electronics, Inc. with the United States Patent and Trademark Office for cancellation of the Techsonic Industries, Inc. registered trademark "LCR", and all proceedings in opposition to Techsonic Industries, Inc.'s pending application for all other pending LCR trademarks.

DATED this the 15th day of September, 1986.


JUDGE, UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

Entered

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 12 1986

Jack U. Baker, Clerk
U. S. DISTRICT COURT

WILLIAM E. GIBSON,

Plaintiff,

v.

MARGARET M. HECKLER,
SECRETARY OF HEALTH AND
HUMAN SERVICES,

Defendant.

No. 85-C-411-B ✓

O R D E R


The Court has for consideration the Findings and Recommendations of the Magistrate filed on July 30, 1986, in which it is recommended that this case be remanded to the Secretary for further administrative proceedings. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the matters presented to it, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is hereby Ordered that this case be remanded to the Secretary for further proceedings. The Secretary is directed to include in the record the complete medical reports from the Veterans' Administration. If the Secretary should determine that plaintiff's nonexertional impairment of pain limits his ability to perform the full range of sedentary work, then the Secretary must give "full consideration" to "all relevant facts", 20 CFR, App. 2, §200.00(e)(2), including expert vocational testimony, if

necessary, in making a determination of whether or not plaintiff is disabled.

Dated this 17 day of ^{September}~~August~~, 1986.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

SEP 12 1986

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JACKIE L. HARRIS, CLERK
THE DISTRICT COURT

SAMSON RESOURCES COMPANY,)
)
Plaintiff,)
)
vs.) Case No. 86-C-812 E
)
ANADARKO PETROLEUM CORPORATION;)
ROBERT J. ALLISON, JR.;)
JAMES T. RODGERS; and M. E.)
ROSE,)
)
Defendants.)

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, Samson Resources Company, and hereby dismisses all Claims for Punitive Damages contained in its Complaint filed herein on September 2, 1986 with prejudice as to all Defendants.

Mary Victoria Dycus
Mary Victoria Dycus
Samson Plaza
Two West Second Street
Tulsa, Oklahoma 74103
918-583-1791
OBA #2570

ATTORNEY FOR THE PLAINTIFF

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing Notice of Dismissal was mailed the 12th day of September, 1986 by U.S. mail, postage prepaid, addressed to Gary W. Davis, Crowe & Dunley, 20 North Broadway, Suite 1800, Oklahoma City, Oklahoma 73102, Attorney for the Defendant.

Mary Victoria Dycus
Mary Victoria Dycus

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1986

LEON C. SMITH
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
KENNETH C. BALDWIN, JR.,)
)
Defendant.)

CIVIL ACTION NO. 86-C-297-B

DEFAULT JUDGMENT

This matter comes on for consideration this 12th day of September, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Kenneth C. Baldwin, Jr., appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Kenneth C. Baldwin, Jr., was served with Summons and Complaint on August 1, 1986. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant,

Kenneth C. Baldwin, Jr., for the principal sum of \$433.91, plus interest at the rate of 15.05 percent per annum and administrative costs of \$.61 per month from July 27, 1983, and \$.68 per month from January 1, 1984 until judgment (less the amount of \$50.00 which has been paid), plus interest thereafter at the current legal rate of 5.63 percent per annum until paid, plus costs of this action.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ONE 1983 OLDSMOBILE CUTLASS
VIN 1G3AM19E3DD308064,

Defendant.

CIVIL ACTION NO. 86-C-384-E

ORDER DISMISSING CLAIMS AND DECREE OF FORFEITURE

IT NOW APPEARS that the claim filed herein has been fully compromised and settled. Such settlement more fully appears by the written Stipulation entered into between the claimant, Jacqueline McCulley, and the United States of America on September 15, 1986, and filed herein, to which Stipulation reference is hereby made and is incorporated herein. Therefore the claim filed herein should be dismissed with prejudice and the Clerk of Court should be authorized and directed to enter of record in this civil action such dismissal.

It further appearing that no other claims to said property have been filed since such property has been seized,

Now, therefore, on motion of Catherine J. Hardin, Assistant United States Attorney, and with the consent of Jacqueline McCulley, it is

ORDERED that the claim of Jacqueline McCulley in this action be and the same hereby is dismissed with prejudice, and it is

FURTHER ORDERED that the Clerk of the above-entitled court is hereby authorized and directed to enter of record in the Court the dismissal of the claim filed herein by Jacqueline McCulley with prejudice, and it is

FURTHER ORDERED AND DECREED that the defendant property be and hereby is condemned as forfeited to the United States of America for disposition according to the terms of the Stipulation for Compromise dated September 15, 1986.

s/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

FILED
SEP 12 1986
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LONZO N. VANSANDT,

Plaintiff,

vs.

No. 84-C-958-E

BOB SHERWOOD, Individually
and in his Official Capacity
as Superintendent of the
City of Miami Department of
Public Utilities; and THE
CITY OF MIAMI, an Oklahoma
municipal corporation,

Defendants.

ORDER OF DISMISSAL

NOW on this 12th day of Sept., 1986, came on for consideration the written Joint Application for Dismissal of the complaint in this matter. The Court, having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in this action and have jointly requested the Court to dismiss the same with prejudice to any future action, and that said request should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this matter be, and the same is, hereby dismissed with prejudice to any future action, with each party to pay his own attorney fees and costs.

United States District Judge

APPROVED:

KNIGHT, WAGNER, STUART,
WILKERSON & LIEBER

D. Gregory Bledsoe
Attorney for Plaintiff

By John H. Lieber
Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

SUNRIZON HOMES, INC.,)
)
Plaintiff,)
)
vs.)
)
SECURITY BANK, et al.,)
)
Defendants.)

No. 85-C-801-E

JUDGMENT

NOW on this 11th day of Sept, 1986, plaintiff's Motion for Summary Judgment against defendant Lois Williams comes on for consideration. Plaintiff has supported its motion with specific citations to the record, as required by Rule 56, Federal Rules of Civil Procedure. The Court finds that Lois Williams has admitted that she converted to her own use the sum of \$27,042.94 belonging to plaintiff. The Court further finds that Lois Williams has confessed the Motion for Summary Judgment by failing to respond in any manner as required by Local Rule 14.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment shall be and hereby is rendered in favor of plaintiff and against Lois Williams in the amount of \$27,042.94, together with post-judgment interest from the date of judgment until satisfaction thereof at the rate of 5.63 percent per annum.

87 JAMES O. ELISON
UNITED STATES DISTRICT JUDGE

FILED
IN OPEN COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA SEP 12 1986

RICHARD F. ELLIOTT, d/b/a
ACCOUNT COLLECTIONS,

Plaintiff,

and

THOMAS F. CROOK and WINSOR
BROWN, d/b/a ACCOUNT
COLLECTIONS, INC.,

Additional
Party Plaintiffs,

vs.

CNA INSURANCE COMPANY and
NATIONAL FIRE INSURANCE
COMPANY OF HARTFORD,
CONNECTICUT CORPORATION,

Defendants.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. 85-C-321-E

ORDER OF DISMISSAL

NOW, on this 12th day of September, 1986, there came on for hearing the joint application of Plaintiff, Richard F. Elliott, Additional Plaintiff, Winsor P. Brown and Defendants C.N.A. Insurance Company and National Fire Insurance Company of Hartford, Connecticut, for dismissing, with prejudice, their causes of action each against the other. The Court, having reviewed the joint application, and being fully advised in the premises, finds that the joint application is well founded. That Richard F. Elliott's and Winsor Brown's causes of action against C.N.A.

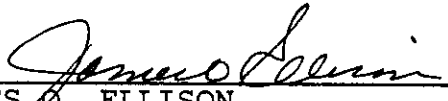
Insurance Company and National Fire Insurance Company of Hartford, Connecticut shall be dismissed with prejudice.

The Court finds that C.N.A. Insurance Company and National Fire Insurance Company of Hartford Connecticut's causes of action against Richard F. Elliott and Winsor Brown shall also be dismissed with prejudice.

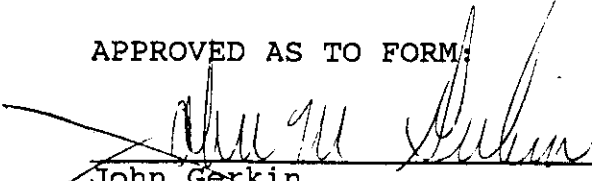
The Court further finds that C.N.A. Insurance Company and National Fire Insurance Company of Hartford, Connecticut's causes of action against Thomas Crook shall not be disturbed by this dismissal, and shall continue in full force and effect.

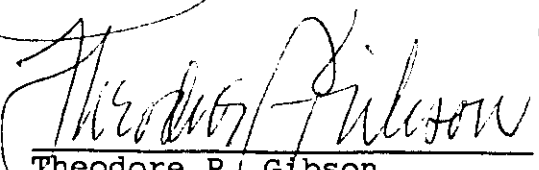
The Court further finds that each party shall bear their own costs and attorney's fees.

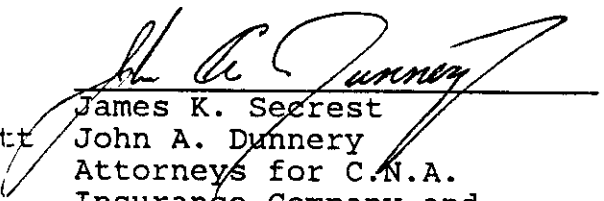
AND IT IS SO ORDERED.


JAMES O. ELLISON,
United States District Judge

APPROVED AS TO FORM:


John Gerkin
Attorney for Richard Elliott


Theodore P. Gibson
Attorney for Winsor P. Brown


James K. Secrest
John A. Dunnery
Attorneys for C.N.A.
Insurance Company and
National Fire Insurance
Company of Hartford,
Connecticut

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 11 1986

CLERK
U.S. DISTRICT COURT

SAMSON RESOURCES COMPANY,

Plaintiff,

vs.

Case No. 86-C-812 E

ANADARKO PETROLEUM CORPORATION;

ROBERT J. ALLISON, JR.;

JAMES T. RODGERS; and M. E.

ROSE,

Defendants.

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, Samson Resources Company, and hereby dismisses the Ninth Claim for Relief of its Complaint filed herein on September 2, 1986 with prejudice as to all Defendants.

Mary Victoria Dycus

Mary Victoria Dycus
Samson Plaza
Two West Second Street
Tulsa, Oklahoma 74103
918-583-1791
OBA #2570

ATTORNEY FOR THE PLAINTIFF

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing Notice of Dismissal was mailed the 11th day of September, 1986 by U.S. mail, postage prepaid, addressed to Gary W. Davis, Crowe & Dunley, 20 North Broadway, Suite 1800, Oklahoma City, Oklahoma 73102, Attorney for the Defendant.

Mary Victoria Dycus
Mary Victoria Dycus

Entered

FILED

IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 11 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

LEON A. ORR,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 85-C-986 B
)	
PLAZA NATIONAL BANK and)	
BILL RICHARDSON,)	
)	
Defendants.)	

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 11th day of September, 1986, the above styled and captioned matter comes on for hearing pursuant to the Stipulation for Dismissal with Prejudice heretofore filed by counsel for the Plaintiff in connection with the above styled and captioned matter; and the Court, after reviewing said Stipulation for Dismissal with Prejudice, finds that the same should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above styled and captioned matter be dismissed with prejudice toward the refiling of same.

S/ THOMAS R. BRETT

Thomas R. Brett
Judge of the United States
District Court for the
Northern District of Oklahoma

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 11 1986

U.S. DISTRICT COURT

MARGE MOODY,

Plaintiff,

vs.

No. 85-C-830-B

COLONIAL PENN INSURANCE
COMPANY, TERRY MARTIN and
GAY & TAYLOR, INC.,

Defendants.

NOTICE OF DISMISSAL

COMES NOW the Plaintiff, Marge Moody, by and through her attorneys, Hall, Estill, Hardwick, Gable, Collingsworth & Nelson, by Mark K. Blongewicz, and dismisses the above-entitled action against Defendant Terry Martin.

HALL, ESTILL, HARDWICK, GABLE,
COLLINGSWORTH & NELSON, INC.

By: Mark K. Blongewicz
Mark K. Blongewicz
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, OK 74172
(918) 588-3087

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF MAILING

This is to certify that a true and correct copy of the above and foregoing instrument was mailed this 17th day of September, 1986, to: Guy E. Burnette, Jr., One Mack Center, Suite 1100, 501 East Kennedy Boulevard, Tampa, Florida, 33602-4985, and Joseph R. Farris, 816 Enterprise Building, Tulsa, Oklahoma 74103, with proper postage thereon prepaid.

Mark Blongewicz

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

GARLIN M. BAILEY,

Plaintiff,

v.

PATRICIA A. McCONNELL,
Personal Representative of
the Estate of INEZ KIRK,
Deceased, et al.,

Defendants.

No. 80-C-643-B

FILED

SEP 11 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL

The Court, for good cause shown and upon the joint stipulation of the parties, finds that the defendant PATRICIA A. McCONNELL, Personal Representative of the Estate of INEZ KIRK, deceased, should be, and she is hereby, dismissed as a party defendant.

IT IS THEREFORE ORDERED that plaintiff's claims as to the defendant, PATRICIA A. McCONNELL, Personal Representative of the Estate of INEZ KIRK, deceased, are dismissed with prejudice.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

This Order Prepared By:

P. Thomas Thornbrugh, OBA #8995
1722 South Boston
Tulsa, OK 74119
(918) 582-1112

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 11 1986

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ONE PLYMOUTH COLT,
VIN JP3BE38A8EU405712,

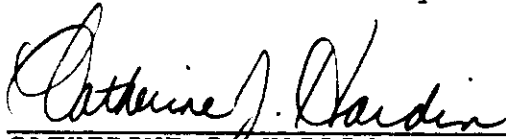
Defendant.

CIVIL ACTION NO. 86-C-535-C

STIPULATION ^{OF} FOR DISMISSAL

Pursuant to Rule 41(a)(1(ii)) of the Federal Rules of Civil Procedure the Plaintiff, United States of America, by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Catherine J. Hardin, Assistant United States Attorney, and the Claimant, Tina McCully Coleman, by her attorney of record, C. Rabon Martin, hereby stipulate to dismissal with prejudice and without costs pursuant to the terms and conditions of the Release of Claim of Seized Property and Indemnity Agreement entered into by the parties on this date.

LAYN R. PHILLIPS
United States Attorney



CATHERINE J. HARDIN
Assistant United States Attorney
Attorney for UNITED STATES
OF AMERICA



C. RABON MARTIN
Attorney for Claimant
TINA MCCULLY COLEMAN